

3B

3328971732

PRODUCER'S CODE 31 559 920	NAME AND LAST NAME Marsh & McLennan	PREVIOUS POLICY NO. XLX 148 14 91 3-80	POLICY PREFIX AND NUMBER XLX-153 24 75
BRANCH			
CP 01	COVERAGES PROVIDED BY COMPANY DESIGNATED BY NUMBER: 01 FIREMAN'S FUND 18 THE AMERICAN 02 NATIONAL SURETY		

SEP 24 1932

ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

W. R. Grace & Co.
1114 Avenue of the Americas
New York, N.Y. 10036

R/I

XLX-153 24 75

POLICY PERIOD:

6/30/32

6/30/63

ITEM 2. INCEPTION (MO DAY YR) EXPIRATION (MO DAY YR)
12 31 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

AGENT PLEASE SHOW RATE OF COMMISSION	COMM
---	------

ITEM 3. LIMIT OF LIABILITY:	EACH OCCURRENCE	P/O \$100,000,000
\$ 11,000,000	AGGREGATE	
\$ 11,000,000		
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY:	EACH OCCURRENCE	
\$ 150,000,000	AGGREGATE	
\$ 150,000,000		
ITEM 5. PREMIUM BASIS	ITEM 6. ADVANCE PREMIUM: \$	5,500
\$ Flat Charge	ANNUAL MINIMUM PREMIUM: \$	5,500
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ AS THE POLICY MINIMUM PREMIUM.		
ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:		
See End't. #1		

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants that it is a condition of this policy, that at the inception of this policy insurance afforded by the underlying policies of insurance carry.

(Continued on Page Two)

COUNTERSIGNATURE DATE 9/23/32 hr	COUNTERSIGNATURE OF AUTHORIZED AGENT
-------------------------------------	--------------------------------------

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM) 5902-2-72

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period.

such underlying insurance is not maintained in full effect by the insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations under.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employee incurred in investigation, adjustment and litigation.

5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

8. Cancellation. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

b) nuclear material is contained in spent fuel or waste at the time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

(Continued from Preceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

Jim Benedict

SECRETARY

Myron Du Bain

PRESIDENT

FINAL PAGE

3328971733

Endt. 83

"It is agreed that except only with respect to policy period, premium, limits of liability and architects, engineers or surveyors professional liability exclusion, this policy is hereby amended to follow all the terms, conditions, definitions, and exclusions of the first layer umbrella policy (London and various British) KROL7582 and all renewals and replacements thereof."

POLICY NUMBER	INSURED	EFFECTIVE
3-80 XLX 153 24 75	W.R. Grace & Co.	6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	PRODUCER	
<i>Myron R. Davis</i> PRESIDENT	<i>Marsh & McLennan</i> COUNTERSIGNATURE OF AUTHORIZED AGENT	

180000-8-65 SETS

3328971734

CANCELLATION AMENDMENT ENDORSEMENT (EXCESS UMBRELLA)

It is hereby understood and agreed that the first (1st) sentence of Condition 8, CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NUMBER 3-80 XLX 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	PRODUCER	
<i>Myron R. Bain</i> PRESIDENT 10X	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-6-65 SETS

3328971735

AMENDATORY ENDORSEMENT - LIMIT OF LIABILITY

#3

INSURED W.R. Grace & Co.	POLICY NUMBER 3-80 XLX 153 24 75
PRODUCER Marsh & McLennan	EFFECTIVE DATE 6/30/82

In consideration of the premium charged, it is agreed Insuring Agreement 2, Limit of Liability, is changed to read as follows:

2. Limit of Liability.

The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy because of (i) personal injury and property damage arising out of the completed operations hazard and products hazard combined; or (ii) advertising whenever occurring by whatever media, on account of all occurrences; or (iii) injury arising out of any hazard, other than as described in (i) and (ii), to which the underlying policy affords coverage subject to an aggregate limit and to which this policy also applies.

All other terms and conditions of the policy remain the same and unchanged.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron R. Bann</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
--	--	--------------------------------------

3328971736

Architects, Engineers or Surveyors-Professional Liability Exclusion

12

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to

- (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) Supervisory, inspection or engineering services

POLICY NUMBER 3-80 XLX 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron R. Bain</i> PRESIDENT	PRODUCER	COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-6-65 SETS

328971737

SCHEDULE OF UNDERLYING INSURANCE

INSURED W.R. Grace & Co.	POLICY NUMBER 3-80 XLX 153 24 75
PRODUCER Marsh & McLennan	EFFECTIVE DATE 6/30/82

\$75,000,000 XS \$75,000,000

London	\$10,000,000
Transit Casualty	\$ 4,000,000
Am. Centennial	\$ 5,000,000
National Union	\$16,000,000
Ideal Mutual	\$ 3,000,000
Granite State	\$ 8,500,000
Hartford	\$ 3,000,000
Fireman's Fund	\$ 4,000,000
Centennial	\$ 4,000,000
Midland	\$ 3,000,000
Birmingham	\$ 2,000,000
Assoc. Int'l.	\$ 5,000,000
Guarantee	\$ 3,000,000
Allianz	\$ 1,000,000
Zurich	\$ 3,500,000

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myron B. Bain
PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

SCHEDULE OF UNDERLYING INSURANCE

#1

INSURED W.R. Grace & Co.	POLICY NUMBER 3-80 XLX 153-24 75
PRODUCER Marsh & McLennan	EFFECTIVE DATE 6/30/82

\$5,000,000 XS Primary

London \$ 4,000,000
Transit Casualty \$ 1,000,000

\$20,000,000 XS \$5,000,000

London \$11,250,000
Transit Casualty \$ 4,750,000
Granite State \$ 4,000,000

\$50,000,000 XS \$25,000,000

London \$16,000,000
A.I.U. \$ 4,000,000
Hartford \$ 1,500,000
Granite State \$10,000,000
Transit Casualty \$14,000,000
Cerling Konzern \$ 1,000,000
National Union \$ 1,000,000
Integrity \$ 2,000,000
Guarantee \$ 500,000

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myron L. Davis
PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

PRODUCER'S CODE SL 353 920	NAME AND LOCATION Marah & McLennan	PREVIOUS POLICY NUMBER XLX 153 24 75	POLICY PREFIX AND NUMBER XLX-153 24 75
BRANCH	3328971739		0

COVERAGE PROVIDED BY	91 FIREMAN'S FUND 92 THE AMERICAN 93 NATIONAL SURETY
----------------------	--

ITEM 1. INSURED'S NAME AND ADDRESS (NO. STREET, TOWN, COUNTY, STATE)

W. R. Grace & Co.
1114 Avenue of the Americas
New York, N.Y. 10036

POLICY PERIOD:

6/30/82

6/30/82

ITEM 2.

EXCEPTION (NO. DAY YR)

EXPIRATION (NO. DAY YR)

IS IN A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED ABOVE.

AGENT PLEASE SHOW DATE OF COMMISSION	COMM
---	------

ITEM 3.	LIMIT OF LIABILITY:	
	\$ 11,000,000	EACH OCCURRENCE P/C \$100,000,000
	\$ 11,000,000	AGGREGATE
ITEM 4.	UNDERLYING INSURANCE LIMIT OF LIABILITY	
	\$150,000,000	EACH OCCURRENCE
Endt. #5		

"It is agreed that except only with respect to policy period, premium, limits of liability and architects, engineers or surveyors professional liability exclusion, this policy is hereby amended to follow all the terms, conditions, definitions, and exclusions of the first layer umbrella policy (London and various British) K017582 and all renewals and replacements thereof."

POLICY NUMBER 3-80 XLX 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	PRODUCER Marah & McLennan	COUNTERSIGNATURE OF AUTHORIZED AGENT
<i>Myron A. Brown</i> PRESIDENT	<i>[Signature]</i>	

180009-6-85 SETS

XLX-153 24 75

3328971740

CANCELLATION AMENDMENT ENDORSEMENT (EXCESS UMBRELLA)

#4

It is hereby understood and agreed that the first (1st) sentence of Condition 8. CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NUMBER 3-80 XLX 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron R. Bann</i> PRESIDENT 10-X	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-8-65 SETS

3328971741

AMENDATORY ENDORSEMENT - LIMIT OF LIABILITY

#3

INSURED W.R. Grace & Co.	POLICY NUMBER 3-80 XLX 153 24 75
PRODUCER Marsh & McLennan	EFFECTIVE DATE 6/30/82

In consideration of the premium charged, it is agreed Insuring Agreement 2, Limit of Liability, is changed to read as follows:

2. Limit of Liability.

The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy because of (i) personal injury and property damage arising out of the completed operations hazard and products hazard combined; or (ii) advertising whenever occurring by whatever media, on account of all occurrences; or (iii) injury arising out of any hazard, other than as described in (i) and (ii), to which the underlying policy affords coverage subject to an aggregate limit and to which this policy also applies.

All other terms and conditions of the policy remain the same and unchanged.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron A. Evans</i> PRESIDENT 10-K	COUNTERSIGNATURE OF AUTHORIZED AGENT
--	---	--------------------------------------

3328971742

Architects, Engineers or Surveyors-Professional Liability Exclusion

#2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the insured, including, but not limited to

- (a) the preparation or approval of maps, plans opinions, reports, surveys designs or specifications and
- (b) Supervisory, inspection or engineering services

POLICY NUMBER 3-60 XLX 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron R. Bane</i> PRESIDENT	PRODUCER	COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-645 SETS

3328971743 (X)

SCHEDULE OF UNDERLYING INSURANCE

#1

INSURED W.R. Grace & Co.	POLICY NUMBER 3-30 XLX 153 24 75
PRODUCER Marsh & McLennan	EFFECTIVE DATE 6/30/82

\$5,000,000 IS Primary

London	\$ 4,000,000
Transit Casualty	\$ 1,000,000

\$20,000,000 IS \$5,000,000

London	\$11,250,000
Transit Casualty	\$ 4,750,000
Granite State	\$ 4,000,000

\$50,000,000 IS \$25,000,000

London	\$16,000,000
A.I.U.	\$ 4,000,000
Hartford	\$ 1,500,000
Granite State	\$10,000,000
Transit Casualty	\$14,000,000
Gerling Konzern	\$ 1,000,000
National Union	\$ 1,000,000
Integrity	\$ 2,000,000
Guarantee	\$ 500,000

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myra A. Carr
PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

RISK SUMMARY

3328971744 C

NEW ☐RENEWAL ☒UMBRELLA ☐EXCESS ☒
umbrellaOTHER ☐

INSURED:

W.R. Dine & Co

PERIOD: 6/30/82 TO 83

1114 Ave. of the Americas

ASSIGNED #: XLY-1532475

New York, NY 10036

PRODUCER:

Marsh & McLennan

ATT:

Thomas Evans

POLICY LIMIT:

11M EP 100M X 5 150M

SIR:

N/A

PREMIUM:

5500

ENDORSEMENTS:

TOTAL NUMBER ()

COMMISSION:

10%

same as expiring
schedule of underlying - see attached)

TREATY LIMITS

7

ABA LIMITS

N/A

ABA FORM

COMPLETED

☐

REQUEST COPY OF FIRST UMBRELLA

yes

FACULTATIVE REINSURANCE: YES ☒ NO ☐

FACULTATIVE RECAP

FIREMAN'S FUND RETENTION:

7,000,000

FACULTATIVE PARTICIPANTS

(QUOTA SHARE UNLESS INDICATED OTHERWISE)

CERTIFICATES RECD. & CHECKED	CONTACT & COMPANY	ASSIGNED CERT. #	LIMIT	GROSS PREMIUM	CEDING COMMISSION
	Mr (Steve Morney)		4M	2000	22.5%

CODING PERCENTAGES:

AUTO

BI

PD

ALL OL&T

BI

PD

CONTRACTORS

BI

PD

ALL OTHER M&C

BI

65

PD

35

ALL PRODUCTS

BI

PD

CLEARANCE -- COMPLETED

N.Y. ☒BRANCH ☐

UNDERWRITER:

Fran S Morney for Kevin Talty

9-20-82

3328971745

ENTRY INSTRUCTIONS—T & SR—CASUALTY—7-82

CEDED REINSURANCE

ENTRY TRANSACTION NUMBER 1			ALLLOCATION OF LIMITS (IN DOLLARS AND PERCENTAGE)			TOTAL POLICY LIMIT 11,000,000		E & SR TREATY LIMIT 7,000,000		E & SR SURPLUS TREATY LIMIT	
ORIGINAL X	END NO.	REVISION EFF. DATE	POLICY NUMBER X4X 153 21 75								
BRANCH NYK 3-80			INSURED W. R. Grace			GROSS <input checked="" type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM DUE		PREMIUM ALLOCATION E & SR TREATY 99-002-087 CODE 92 06 OF 64 OF GROSS PREMIUM TO TREATY FF COMM 38 61%		E & SR SURPLUS TREATY 99-002-082 CODE 100 OF OF GROSS PREMIUM TO TREATY FF COMM 32 5%	
UP #	CLASS	MINOR CLASS				PRODUCER'S COMM 10					
701	11111	01 MECHANICAL RIDE 00 OTHER	CLASS 01382	00 OTHER M&C		B1 92-03	PD 94-03	B1 92-03	PD 94-03	B1 92-03	PD 94-03
MISC	0798	01 RAIN 02 PROD WORKS 03 TVE 08 TWIN	03 CONTGCV 04 NON APP 08 HOLE-IN-ONE		00 OTHER	XXX	22 35	XXX	22 35	XXX	22 35
702	48303	03 RADIO 04 TELEVISION	CLASS 73110	01 ADVERTISERS 02 ADV AGENCY	COVER 1 2 3	CLMS MADE DATE	B1 92-06	XXX	B1 92-06	XXX	B1 92-06
E & S	73920	03 CR BUR 04 EDP 05 MAGO	10 PAPER 8 12 P. FIN 17 SEC	18 CATV 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	B1 92-06	XXX	B1 92-06	XXX	B1 92-06
	87774	01 CPA 02 LAWYERS	04 ARCHS ENG 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	B1 92-06	XXX	B1 92-06	XXX	B1 92-06	
	80888	01 PHY SURG DENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROF	COVER 1 2 3 4 5 6 7	CLMS MADE DATE	B1 92-76	XXX	B1 92-76	XXX	B1 92-76	XXX	
	APPLICABLE TO 701-702		POLICY LIMITS 1 2 3 4 5 6			E & SR TREATY LIMITS 1 2 3 4 5					
711	7030	04 TRUCKMEN 00 OTHER COMMERCIAL				B1 92-04	PD 94-04	B1 92-04	PD 94-04	B1 92-04	PD 94-04
ORDINARY EXCESS	8000	01 BUSES 00 OTHER PUBLIC				B1 92-04	PD 94-04	B1 92-04	PD 94-04	B1 92-04	PD 94-04
	01362	00 ALL OL & T				B1 92-03	PD 94-03	B1 92-03	PD 94-03	B1 92-03	PD 94-03
	87774	00 ALL M & C	65/35 3575 1925 1184 638			B1 92-03	PD 94-03	B1 92-03	PD 94-03	B1 92-03	PD 94-03
	87777	00 ALL PRODUCTS				B1 92-04	PD 94-04	B1 92-04	PD 94-04	B1 92-04	PD 94-04
	87774	01 CPA 02 LAWYERS	04 ARCHS ENG 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	B1 92-06	XXX	B1 92-06	XXX	B1 92-06	XXX
	80888	01 PHY SURG DENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROF	COVER 1 2 3 4 5 6 7	CLMS MADE DATE	B1 92-76	XXX	B1 92-76	XXX	B1 92-76	XXX	
	0388	WORKERS COMPENSATION	UNDERLYING RUM CODE 1 2 3 4 5 6 7 8 9			B1-10	XXX	B1-10	XXX	B1-10	XXX
	EXCESS POLICY LIMITS 1 2 3 4 5 6 7		PRIMARY B1 LIMITS 1 2 3 4 5 6 7 8 9			PRIMARY PD LIMITS 0 1 2 3 4 5 6 7 8 9			E & SR TREATY LIMITS 1 2 3 4 5		
712	7030	04 TRUCKMEN 00 OTHER COMMERCIAL				B1 92-04	PD 94-04	B1 92-04	PD 94-04	B1 92-04	PD 94-04
SUPERCOVER	8000	01 BUSES 00 OTHER PUBLIC				B1 92-03	PD 94-04	B1 92-04	PD 94-04	B1 92-04	PD 94-04
	01362	00 ALL OTHER OL & T 09 CONDOS				B1 92-03	PD 94-03	B1 92-03	PD 94-03	B1 92-03	PD 94-03
	87774	01 CONTRACTORS 00 ALL OTHER M&C				B1 92-02	PD 94-02	B1 92-02	PD 94-02	B1 92-02	PD 94-02
	87777	00 ALL PRODUCTS				B1 92-04	PD 94-04	B1 92-04	PD 94-04	B1 92-04	PD 94-04
	87774	01 CPA 02 LAWYERS	04 ARCHS 05 CONDOS D & O	00 OTHERS	COVER 1 2 3	CLMS MADE DATE	B1 92-06	XXX	B1 92-06	XXX	B1 92-06
	80888	01 PHY SURG DENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROF	COVER 1 2 3 4 5 6 7	CLMS MADE DATE	B1 92-76	XXX	B1 92-76	XXX	B1 92-76	XXX	
EXCESS POLICY LIMITS 1 2 3 4 5 6 7		PRIMARY B1 LIMITS 1 2 3 4 5 6 7 8 9			PRIMARY PD LIMITS 0 1 2 3 4 5 6 7 8 9			HOLD RISK IDENTITY 1 2 3 4 5		E & SR TREATY LIMITS 1 2 3 4 5	

UNDERWRITER

M. J. J.

DATE

9/22/02

DOES OUTSIDE REINSURANCE APPLY?

☐ NO☒ YES

—SEE REVERSE SIDE

3328971746

C

MORE ENTRY INSTRUCTIONS (CONTINUED FROM REVERSE SIDE)

FACULTATIVE CEDED REINSURANCE

REINSURER		LIABILITY (PERCENT OR DOLLARS)	PREMIUM TO REINSURER		REINS COMM
H.B.G. HANOVER RE GERMANY C/O ESRM INC. <input type="checkbox"/> SAN FRANCISCO <input type="checkbox"/> NEW YORK <input checked="" type="checkbox"/> CHICAGO REINSURANCE CERT. NO. _____ PAY PREMIUM TO REINS. COMPANY _____		99-002-335 * 4,000,000	B.I. 1300	P.D. 700	22 1/2 (INCLUDING TAX & BOARD)
REINSURER _____ MAILING ADDRESS _____ REINSURANCE CERT. NO. _____ PAY PREMIUM TO _____ REINS. COMPANY <input type="checkbox"/> REINS. BROKER <input type="checkbox"/> PRODUCER <input type="checkbox"/>			B.I.	P.D.	(INCLUDING TAX & BOARD)
REINSURER _____ MAILING ADDRESS _____ REINSURANCE CERT. NO. _____ PAY PREMIUM TO _____ REINS. COMPANY <input type="checkbox"/> REINS. BROKER <input type="checkbox"/> PRODUCER <input type="checkbox"/>			B.I.	P.D.	(INCLUDING TAX & BOARD)

TO: CLAIMS (FOR CLAIMS DEPARTMENT USE ONLY)

1. IF LIABILITY CEDED BLOCK ABOVE (NOTE*) INDICATES "FIRST LOSS—100% OF..." THE FACULTATIVE REINSURER HAS ASSUMED 100% OF LIMIT AND COVERAGES INDICATED. IF APPLICABLE, ALLOCATE THIS PORTION OF TOTAL POLICY LOSS FIRST, THEN PROCEED AS INDICATED BELOW.

2. DISTRIBUTE THAT PART OF THE TOTAL POLICY LOSS (RESERVE OR PAYMENTS) ALLOCATED TO THE E & SR TREATY AS FOLLOWS

E & SR TREATY'S (NOT E & SR SURPLUS TREATY) SHARE OF LOSS AS SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR TREATY LIMIT" ON REVERSE SIDE.	LOSS ALLOCATION	
	FIREMAN'S FUND'S SHARE (NET TO F.F.)	REINSURANCE SHARE
FIRST \$1,000,000 OF LOSS TO E & SR TREATY.	50% OF LOSS	50% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY.	25% OF LOSS	75% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY	25% OF LOSS	75% OF LOSS
NEXT \$5,000,000 OF LOSS TO E & SR TREATY	10% OF LOSS	90% OF LOSS

3. ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (OR DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND FACULTATIVE REINSURANCE (IF SHOWN ABOVE).

ENTRY DEPARTMENT—REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

IVIS-10000

Marsh & McLennan, Incorporated
1221 Avenue of the Americas, New York, N.Y. 10020
Telephone 212 997 2000

3328971747

Binder MCL-1046

Mr. Charles P. Krauter
Assistant Treasurer
Director Corporate Risk Management
W. R. Grace & Co.
1114 Avenue of the Americas
New York, N. Y. 10034

June 18, 1982

Date

No 168806

Insured:

W. R. GRACE & CO., ETAL

Companies, Policy Numbers, Amounts and Signatures

Firemans Fund Insurance Co.
110 William Street
New York, N.Y. 10038

Amount

Rate of Premium

Effective

Expiring

6/30/82

6/30/83

Excess Umbrella Liability

As agreed please bind \$11 Million part of \$100 Million excess of \$150 Million.

1) Coverage, terms and conditions following form of lead umbrella (London).

2) Annual Premium - \$5,500.

Attn:

XLX 1532475
Kevin Talty

3) Following form endorsement to be issued with policy (sample attached).

4) Please advise policy number as soon as possible

5) Commission - 10%

Rec'd for K. Talty
K. Rager 6-21-82

☐ Reporting Form☐ Forms Herewith☐ Forms To Come☐ Use Company Forms☐ Copies and Original

This binder is subject to the terms of the usual form policy issued to provide the type of insurance described, except as noted.

BY

Thomas Evans

UNIT

MAD - CASUALTY

3328971748

Following Form Endorsement

"It is agreed that except only with respect for policy terms, premium and limit of liability, this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer Umbrella policy, (Policy # To Be Advised) and all renewals and replacement thereof. It is further agreed that all preprinted terms and conditions hereon are deleted to the extent that they vary from or are inconsistent with the terms and conditions of the first layer Umbrella."

3.8.11.24.75

1/1/07
1/1/07

3328971730

-NOTICE OF REINSTATEMENT

POLICY NUMBER	EFFECTIVE DATE OF REINSTATEMENT	ISSUING OFFICE	DATE MAILED
IX 153 24 75a	1-20-83	XJPS NY	1-4-83

We are pleased to tell you that your policy, which was canceled, is reinstated. The reinstated policy is effective on the date listed above at the standard time specified in your policy.

The policy was not in force if time elapsed between the cancellation and the reinstatement.

NAME AND ADDRESS OF INSURED

W R Grace and Co
1114 Ave of the Americas
New York, NY 10036

NAME AND ADDRESS OF
MORTGAGEE, LIENHOLDER OR LOSS PAYEE

Code:

AGENT OR BROKER
31 559 920
Marsh and McLennan
1221 Avenue of the Americas
New York, NY 10020

☐ FIREMAN'S FUND
INSURANCE COMPANY
☐ THE AMERICAN
INSURANCE COMPANY
☐

☐ NATIONAL BURETY
CORPORATION
☐ ASSOCIATED INDEMNITY
CORPORATION
☐ AMERICAN AUTOMOBILE
INSURANCE COMPANY

Lee H. ...
AUTHORIZED SIGNATURE

BRANCH COPY

485050-3-80

3328971731

NOTICE OF CANCELLATION OR NONRENEWAL

If this notice affords a greater period of notice than that specified in the policy contract, the provisions of this notice shall control.

EFFECTIVE DATE OF CANCELLATION OR TERMINATION	ISSUING OFFICE	DATE MAILED
1/20/83	NJPS NY	12/21/82

If this notice applies to a policy that provides Fire Insurance coverage and you have trouble replacing it, contact your agent or broker. You may be eligible for coverage thru the Fair Access to Insurance Requirements Plan (FAIR Plan), if the plan is available in your state.

POLICY NUMBER AND
NAME AND ADDRESS OF INSURED

XLX 153 24 75
W. R. Grace & Co.
1114 Avenue of the Americas
New York NY 10036

INSURED'S POLICY NUMBER AND
NAME AND ADDRESS OF MORTGAGEE OR LOSS PAYEE

APPLICABLE PARAGRAPH IS MARKED ☒

☐ CANCELLATION: We must tell you that your policy will be canceled on the effective date listed in this notice at the standard time specified in your policy. Any claim originating prior to this date will not be affected by this cancellation. Any unearned premium due you will be refunded if it does not accompany this notice. If you have not discussed your continued insurance protection with your agent or broker, please contact him about other insurance plans. We are sorry that protection cannot be continued.

☐ NONRENEWAL: We wish to notify you that your current insurance policy will not be renewed and your coverage will end on the termination date shown above, at the standard time specified in your policy. If you have not discussed your continued insurance protection with your agent or broker, please contact him about other insurance plans. We are sorry that protection cannot be continued.

☒ CANCELLATION - NONPAYMENT OF PREMIUM

\$5500.00

Because we have not received the balance due, we must tell you that your policy will be canceled on the effective date listed in this notice at the standard time specified in your policy. Any claim originating prior to this date will not be affected by this cancellation. If you are entitled to any unearned premium that does not accompany this notice it will be refunded. We are sorry that your protection cannot be continued under this policy. If the amount due is received in our office before the effective date of cancellation, your policy will be fully reinstated. Please send the payment to ☐ the Company ☒ your agent or broker.

AGENT OR BROKER

Code: 31 559 920
Marsh & McLennan
1221 Avenue of the Americas
New York NY 10020

☐ FIREMAN'S FUND
INSURANCE COMPANY
☐ THE AMERICAN
INSURANCE COMPANY
☐

☐ NATIONAL SURETY
CORPORATION
☐ ASSOCIATED INDEMNITY
CORPORATION
☐ AMERICAN AUTOMOBILE
INSURANCE COMPANY

Joe H. H. H.
AUTHORIZED SIGNATURE

BRANCH COPY

485048-11-79

Case 01-01139-AMC Doc 21936-15
BLANKET EXCESS LIABILITY POLICY
(FOLLOWING FORM)

Filed 06/01/09 Page 23 of 23



01 FIREMAN'S FUND	INSURANCE COMPANY	SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN	INSURANCE COMPANY	PARSIPPANY, NEW JERSEY
07 NATIONAL SURETY	CORPORATION	CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY	CORPORATION	SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE	INSURANCE COMPANY	CREVE COEUR, MISSOURI

Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)

DECLARATIONS

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

POLICY PERIOD:

ITEM 2. INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.)
 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. LIMIT OF LIABILITY:	
\$	EACH OCCURRENCE
\$	AGGREGATE
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY	
\$	EACH OCCURRENCE
\$	AGGREGATE
ITEM 5. PREMIUM BASIS	ITEM 6. ADVANCE PREMIUM: \$
\$	ANNUAL MINIMUM PREMIUM: \$
THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$	
4 7. SCHEDULE OF UNDERLYING INSURANCE:	

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence; provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereon or on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
-----------------------	--------------------------------------